



## **Notice Inviting Tender**

**West Bengal Medical Services Corporation Limited**

**Swasthya Sathi**

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**SUPPLY AND COMMISSIONING OF DIFFERENT TYPES OF ONCOLOGY EQUIPMENT IN THE MEDICAL COLLEGES OF THE  
GOVERNMENT OF WEST BENGAL**

(Submission of Bid through online)

**Bid Reference No.: WBMSCL/NIT-239/2023**

**Dated-11.05.2023**

**Amendment-IV**

Sl. No.	Page No.	Section	Clause/Sl. No.	Current Clause/Provision			Changed Clause/Provision		
1	4	Section-II Instructions to Bidders	A.4(a)	Package No.	Time for Completion of supply and installation of ordered good(s) including Turnkey job (site preparation and interior works) after opening of LC	The commissioning of ordered good(s) shall be carried out by the supplier by providing adequate number of commissioning experts at each site along with the help of the users from the date of completion of installation	Package No.	Time for Completion of supply and installation of ordered good(s) including Turnkey job (site preparation and interior works) after opening of LC	The commissioning of ordered good(s) shall be carried out by the supplier by providing adequate number of commissioning experts at each site along with the help of the users from the date of completion of installation
				Package A-D	150 Days	60 Days	Package A-D	180 Days	60 Days
				Package E-K	90 Days	45 Days	Package E-K	120 Days	45 Days
2	4	Section-II Instructions to Bidders	A.4 (b).1(A)a)	<b>“On Shipment:</b> (i) 70% payment of the unit price quoted at Column 5 of Form No. 8(a) at port / airport of lading will be released against furnishing of dispatch documents to the satisfaction of the Purchaser, i.e. WBMSCL and against submission of Performance Security in the form of an unconditional and irrevocable Bank Guarantee of 3% order value valid for a period of 62 months from the date of Award of Contract (AOC) which shall be submitted by the Selected Bidder within 7 days after receipt of intimation of opening of LC by the Purchaser. The Selected Bidder shall submit the documents specified hereunder: i. Four copies of Supplier’s invoice showing contract number, Goods description, quantity, unit price and total amount; ii. Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill; iii. Four copies of packing list identifying contents of each package;			<b>“On Shipment:</b> (i) 70% payment of the unit price quoted at Column 5 of Form No. 8(a) at port / airport of lading will be released against furnishing of dispatch documents to the satisfaction of the Purchaser, i.e. WBMSCL and against submission of Performance Security in the form of an unconditional and irrevocable Bank Guarantee of 3% order value valid for a period of 62 months from the date of Award of Contract (AOC) which shall be submitted by the Selected Bidder within 7 days after receipt of intimation of opening of LC by the Purchaser. The Selected Bidder shall submit the documents specified hereunder: i. Four copies of Supplier’s invoice showing contract number, Goods description, quantity, unit price and total amount; ii. Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill; iii. Four copies of packing list identifying contents of each package; iv. Insurance Certificate and documents also to be		

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				<p>iv. Insurance Certificate and documents also to be submitted for payment of Letter of Credit (LC) confirming that dispatch documents has already been sent to all concerned as per the Contract within 24 hours;</p> <p>v. Manufacturer's/Supplier's warranty declaration and warranty certificate;</p> <p>vi. Inspection certificate issued by <b>the dispatched equipment issued by</b> recognized/ reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to dispatch;</p> <p>vii. Manufacturer's own factory inspection report and Certificate of country of origin issued by Chamber of Commerce or counter signed by Chamber of Commerce;</p> <p>viii. <b>Original copy of the certificate of weight issued by the port authority/licensed authority and six copies;</b></p> <p>ix. Pre-shipment <b>advisory note</b> to Purchaser &amp; Consignee at least 15 days prior to the scheduled delivery of the equipment at the door step of the Consignee;"</p>	<p>submitted for payment of Letter of Credit (LC) confirming that dispatch documents has already been sent to all concerned as per the Contract within 24 hours;</p> <p>v. Manufacturer's/Supplier's warranty declaration and warranty certificate;</p> <p>vi. Inspection certificate issued by <b>arecognized/</b> reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to dispatch;</p> <p>vii. Manufacturer's own factory inspection report and Certificate of country of origin issued by Chamber of Commerce or counter signed by Chamber of Commerce;</p> <p>viii. Pre-shipment <b>alert via email</b> to Purchaser and Consignee <b>at their respective email ids</b> at least 15 days prior to the scheduled delivery of the equipment at the doorstep of the Consignee"</p>
3	5	Section – I Instructions to Bidders	A.4 (b).1(A)b)	<p>"After Supply and Installation: 10% payment of the unit price quoted at Column 5 of Form No. 8(a) will be released after supply and satisfactory installation of the Goods and on submission of satisfactory installation certificate issued by the user Department of the Medical College followed by a joint visit of WBMSCL, PWD &amp; Medical College authority in the prescribed format given at Form-3a &amp; 3b."</p>	<p>"After Supply and Installation: <b>15%</b> payment of the unit price quoted at Column 5 of Form No. 8(a) will be released after supply and satisfactory installation of the Goods and on submission of satisfactory installation certificate issued by the user Department of the Medical College followed by a joint visit of WBMSCL, PWD &amp; Medical College authority in the prescribed format given at Form-3a &amp; 3b."</p>
4	5	Section – I Instructions to Bidders	A.4 (b).1(A) c)	<p>"After Commissioning: Balance 20% payment of the unit price quoted at Column 5 of Form No. 8(a) will be released after satisfactory commissioning and issuance of commissioning certificate by the user Department in the prescribed format given at Form-3."</p>	<p>"After Commissioning: Balance <b>15%</b> payment of the unit price quoted at Column 5 of Form No. 8(a) will be released after satisfactory commissioning and issuance of commissioning certificate by the user Department in the prescribed format given at Form-3."</p>

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5	6	Section – I Instructions to Bidders	A.4 (b).1(B)	<p><b><u>“Payment for Domestic Goods Or Goods of Foreign Origin Located Within India/Goods to be imported and supplied against payment in Indian Rupees</u></b></p> <p>Quotes against the domestic goods or goods of foreign origin, comprising of goods which will be required for running the imported items comprised in Packages A to K above are to be filled in designated cells in the BOQ. The rate shall only be quoted in <b>United States Dollars (USD)</b> which will remain valid and unchanged for 2(two) years. The bidders should provide breakup of the aggregated cost of domestic goods or goods of foreign origin in Form 8(b). <b>The amount in USD quoted by the bidders for the items would be converted into INR by applying the RBI Conversion rate applicable on the date 2(two) days ahead of the last date of submission of online bids for comparison of Financial Bids.</b> Payment shall be made in INR as specified in the Contract in the following manner:</p> <p><b>a) On Delivery:</b></p> <p>70% (Seventy percent) payment of the unit price as quoted in <b>Column 6 of Form No. 8(b)</b> shall be paid on receipt of Goods in good condition will be released after Consignee Receipt Certificate is issued by the user Department in the prescribed format given at Form-3b and balance 30% (thirty) payment of the unit price as quoted in <b>Column 6 of Form No. 8(b)</b> will be released after Satisfactory Commissioning certificate issued by the user Department in the prescribed format given at Form-3 and upon the submission of the following documents: The bidders shall also submit the documents specified hereunder:</p> <ol style="list-style-type: none"> <li>Four copies of Supplier’s invoice showing contract number, Goods description, quantity, unit price and total amount;</li> <li>Two copies of packing list identifying contents of each package;</li> <li>Inspection Certificate issued by the user Department, if applicable, as per the Contract.”</li> </ol>	<p><b><u>“Payment for Domestic Goods Or Goods of Foreign Origin Located Within India/Goods to be imported and supplied against payment in Indian Rupees</u></b></p> <p>Quotes against the domestic goods or goods of foreign origin, comprising of goods which will be required for running the imported items comprised in Packages A to K above are to be filled in designated cells in the BOQ. The rate shall only be quoted in <b>Indian Rupees (INR)</b> which will remain valid and unchanged for 2(two) years. The bidders should provide breakup of the aggregated cost of domestic goods or goods of foreign origin in Form 8(b). Payment shall be made in INR as specified in the Contract in the following manner:</p> <p><b>a) On Delivery:</b></p> <p>70% (Seventy percent) payment of the unit price as quoted in <b>Column 6 of Form No. 8(b)</b> shall be paid on receipt of Goods in good condition will be released after Consignee Receipt Certificate is issued by the user Department in the prescribed format given at Form-3b and balance 30% (thirty) payment of the unit price as quoted in <b>Column 6 of Form No. 8(b)</b> will be released after Satisfactory Commissioning certificate issued by the user Department in the prescribed format given at Form-3 and upon the submission of the following documents: The bidders shall also submit the documents specified hereunder:</p> <ol style="list-style-type: none"> <li>Four copies of Supplier’s invoice showing contract number, Goods description, quantity, unit price and total amount;</li> <li>Two copies of packing list identifying contents of each package;</li> <li>Inspection Certificate issued by the user Department, if applicable, as per the Contract.”</li> </ol>

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6	7	Section – I Instructions to Bidders	A.4 (b).1(C)	<p><b>“Payment for Turnkey Work (site preparation including interiors):</b>  <i>Quotes for the Turnkey work is to be filled in designated cells in the BOQ. The rate shall only be quoted in <b>United States Dollars (USD)</b> which will remain valid and unchanged for 2 (two) years. <b>The amount in USD quoted by the bidders for the work would be converted into INR by applying the RBI Conversion rate applicable on the date 2(two) days ahead of the last date of submission of online bids for comparison of Financial Bids.</b> Payment for Turnkey Work (site preparation including interiors) will be made to the Supplier in INR on completion of work and after installation, commissioning of the Goods and issue of final acceptance certificate by the Consignee, i.e., the Principal of the Medical College after joint visit by authorized official(s) from WBMSCL and the Medical College Authority.”</i></p>	<p><b>“Payment for Turnkey Work (site preparation including interiors):</b>  <i>Quotes for the Turnkey work is to be filled in designated cells in the BOQ. The rate shall only be quoted in <b>Indian Rupees (INR)</b> which will remain valid and unchanged for 2 (two) years. Payment for Turnkey Work (site preparation including interiors) will be made to the Supplier in INR on completion of work and after installation, commissioning of the Goods and issue of final acceptance certificate by the Consignee, i.e., the Principal of the Medical College after joint visit by authorized official(s) from WBMSCL and the Medical College Authority.”</i></p>
7	7	Section – I Instructions to Bidders	A.4 (b).1(D)	<p><b>“Payment for Comprehensive Maintenance Contract (CMC) Charges:</b>  <i>The Consignee, through the Principal of the Medical College will enter into CMC with the Supplier, which shall be confirmed by Purchaser after expiry of warranty at the rates as stipulated in the contract on receipt of bank guarantee for an amount equivalent to 3 % of the cost of the Goods as per contract valid till 2 months after expiry of entire CMC period (i.e. from Year 6 to Year 10, from the installation of the Goods). The CMC shall be awarded in INR by the concerned Hospital Authority after satisfactory completion of the contract period, i.e., after completion of Year 5 from the installation of the Goods and upon expiry of 5 years warranty, upon being duly certified by the Consignee <b>and the RBI Conversion rate in INR applicable on the date 2 (two) days prior to the last date of submission of online bids shall be used for entering into the CMC with the Supplier.</b> All bidders shall mandatorily quote CMC prices <b>in USD</b> in the BOQ for each year separately for the CMC services required to be rendered. The Selected Bidder shall</i></p>	<p><b>“Payment for Comprehensive Maintenance Contract (CMC) Charges:</b>  <i>The Consignee, through the Principal of the Medical College will enter into CMC with the Supplier, which shall be confirmed by Purchaser after expiry of warranty at the rates as stipulated in the contract on receipt of bank guarantee for an amount equivalent to 3 % of the cost of the Goods as per contract valid till 2 months after expiry of entire CMC period (i.e. from Year 6 to Year 10, from the installation of the Goods). The CMC shall be awarded in INR by the concerned Hospital Authority after satisfactory completion of the contract period, i.e., after completion of Year 5 from the installation of the Goods and upon expiry of 5 years warranty, upon being duly certified by the Consignee. All bidders shall mandatorily quote CMC prices <b>in INR</b> in the BOQ for each year separately for the CMC services required to be rendered. The Selected Bidder shall enter into CMC after expiry of Warranty and CMC should include the following:</i>  <i>i. The equipment (including all other accessories, ancillaries and whole turnkey work as given in the</i></p>

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				<p>enter into CMC after expiry of Warranty and CMC should include the following:</p> <p>i. The equipment including all other accessories, ancillaries and whole turnkey work as given in the specifications of the equipment including UPS, UPS Battery, AC machines <b>and furniture etc.</b></p> <p>ii. The Selected Bidder must enter into the CMC with WBMSCL directly / third party as authorized by H&amp;FW Dept/ WBMSCL. The Selected Bidder must accept the same CMC rate, if the CMC is offered by the third party/WBMSCL then no escalation, no extra cost will be provided. If the Selected Bidder fails to execute the CMC with WBMSCL or third party (as authorized by WBMSCL or H&amp;FW Department), WBMSCL/ such third party may initiate legal action against the Selected Bidder. The Selected Bidder may be debarred to participate in any future tender.</p> <p>iii. The execution of CMC of the equipment will be at the sole discretion of WBMSCL.</p> <p>iv. As per tender terms and conditions, third party items should be included within the CMC rate.</p> <p>The CMC shall provide for guaranteed levels of service parameters including but not limited to percentage uptime to be ensured; performance output levels to be ensured from the Goods, channel of registering service request, response time for resolving the request, channel for escalation of service request in case of delay or unsatisfactory resolution of request, monitoring of service levels etc. This would include but not be limited to provision of help lines, complaint registration and escalation procedures, response time, percentage of uptime and availability of equipment, non-degradation in performance levels after maintenance, maintenance of an inventory of common spares, use of genuine spares etc. The CMC shall also include penalties in the form of liquidated damages for unacceptable delays in responses and degradation in performance output of Goods, including provisions for terminations."</p>	<p><b>technical specifications provided in Section-IV)</b> required for the site preparation and interiors including UPS, UPS Battery, AC machines, <b>false ceiling, fabrication (excluding civil works and furniture).</b></p> <p>ii. The Selected Bidder must enter into the CMC with WBMSCL directly / third party as authorized by H&amp;FW Dept/ WBMSCL. The Selected Bidder must accept the same CMC rate, if the CMC is offered by the third party/WBMSCL then no escalation, no extra cost will be provided. If the Selected Bidder fails to execute the CMC with WBMSCL or third party (as authorized by WBMSCL or H&amp;FW Department), WBMSCL/ such third party may initiate legal action against the Selected Bidder. The Selected Bidder may be debarred to participate in any future tender.</p> <p>iii. The execution of CMC of the equipment will be at the sole discretion of WBMSCL.</p> <p>iv. As per tender terms and conditions, third party items should be included within the CMC rate.</p> <p>The CMC shall provide for guaranteed levels of service parameters including but not limited to percentage uptime to be ensured; performance output levels to be ensured from the Goods, channel of registering service request, response time for resolving the request, channel for escalation of service request in case of delay or unsatisfactory resolution of request, monitoring of service levels etc. This would include but not be limited to provision of help lines, complaint registration and escalation procedures, response time, percentage of uptime and availability of equipment, non-degradation in performance levels after maintenance, maintenance of an inventory of common spares, use of genuine spares etc. The CMC shall also include penalties in the form of liquidated damages for unacceptable delays in responses and degradation in performance output of Goods, including provisions for terminations."</p>

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8	8	Section – I Instructions to Bidders	A.5	<b>“Performance Security (PS):</b> (In the form of unconditional and irrevocable Bank Guarantee) to be submitted within 7 days after receipt of intimation of opening of LC by the Purchaser”	<b>“Performance Security (PS):</b> (In the form of unconditional and irrevocable Bank Guarantee) to be submitted within 10 (ten) days after receipt of intimation of opening of LC by the Purchaser.”
9	10	Section – I Instructions to Bidders	A.11	<p><b>“Note1:</b> Warranty and CMC includes the equipment (including all accessories, ancillaries as given in the technical specifications given in Section-IV) including all equipment, accessories and ancillaries required for the site preparation and interiors.</p> <p><b>Note2:</b> The bidders, who have downloaded the Bidding Documents, shall be solely responsible for checking these websites for any amendment, addenda or corrigenda issued subsequently to the Bidding Documents and takes into consideration the same while preparing and submitting the bids. Bids will be opened in the presence of bidders' representative who chooses to attend on the specified date and time. However, opening of bids will not be stopped for absence of any bidder or its authorised representative at the notified time.</p> <p><b>Note 3:</b> In the case of a bidder offering to supply Goods under the Contract that the bidder does not manufacture or otherwise produce, the bidder should be duly authorized by the manufacturer of the Goods who meets the criteria under</p> <p><b>1.</b> Above (all supporting documents / information as asked above for manufacturer shall be submitted with the bid) and</p> <p><b>a)</b> The manufacturer furnishes a legally enforceable authorization in the prescribed Form assuring full guarantee and warranty obligations as per GCC and SCC for the Goods offered; and</p> <p><b>b)</b> The bidder, as authorized by the manufacturer, must have supplied and provided after sales service of same model (only the equipment) in the Schedule of Requirements in any one of the institutions within India in the last five (5) years, which must be in satisfactory operation at least for one year on the date of bid opening.</p>	<p><b>“Note1:</b> Warranty and CMC includes the equipment (including all accessories, ancillaries and whole turnkey work as given in the technical specifications given in Section-IV) required for the site preparation and interiors including UPS, UPS Battery, AC machines, false ceiling, fabrication (excluding civil works and furniture).</p> <p><b>Note2:</b> The bidders, who have downloaded the Bidding Documents, shall be solely responsible for checking these websites for any amendment, addenda or corrigenda issued subsequently to the Bidding Documents and takes into consideration the same while preparing and submitting the bids. Bids will be opened in the presence of bidders' representative who chooses to attend on the specified date and time. However, opening of bids will not be stopped for absence of any bidder or its authorised representative at the notified time.</p> <p><b>Note 3:</b> In the case of a bidder offering to supply Goods under the Contract that the bidder does not manufacture or otherwise produce, the bidder should be duly authorized by the manufacturer of the Goods who meets the criteria under</p> <p><b>1.</b> Above (all supporting documents / information as asked above for manufacturer shall be submitted with the bid) and</p> <p><b>a)</b> The manufacturer furnishes a legally enforceable authorization in the prescribed Form assuring full guarantee and warranty obligations as per GCC and SCC for the Goods offered; and</p> <p><b>b)</b> The bidder, as authorized by the manufacturer, must have supplied and provided after sales service of same model (only the equipment) in the Schedule of Requirements in any one of the institutions within India in the last five (5) years, which must be in satisfactory</p>

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				<p><b>Note 4: Service Centers:</b> Should have Kolkata, <u>Burdwan&amp;Malda/ Murshidabad</u> based service centres with adequate service engineers with all necessary spare parts so that the response time should not be more than 12 hours from call log. If in case of non availability of service centres in the said regions, the Selected Bidder (Only for LINAC) shall be liable to set up a service centre at the district at which the LINAC has been installed within one month from the date of awarding of AOC.</p> <p><b>Note 5:</b> In case extension required, Bank Guarantees are to be renewed prior to 30 days of their expiry.”</p>	<p>operation at least for one year on the date of bid opening.</p> <p><b>Note 4: Service Centers:</b> Should have a service centre based at Kolkata with adequate service engineers based at the service centre at Kolkata and also based at Burdwan and Murshidabad with all necessary spare parts. Service engineers should be present at the hospital within 6 hours of raising of first call.</p> <p><b>Note 5:</b> In case extension required, Bank Guarantees are to be renewed prior to 30 days of their expiry.”</p>
10	15	Section – I Instructions to Bidders	D.26.	<p><b>“Currencies of Bid:</b></p> <p>(i) The bidder shall quote the rate of <u>equipment</u> in USD only.</p> <p>(ii) Domestic Goods &amp; Cost of site Preparation including interiors in <u>USD</u> only.</p> <p>(iii) Cost of year wise CMC charges in <u>USD</u> only.”</p>	<p><b>“Currencies of Bid:</b></p> <p>(i) The bidder shall quote the rate of <u>imported equipment</u> in USD only.</p> <p>(ii) Domestic Goods &amp; Cost of site Preparation including interiors in <u>INR</u> only.</p> <p>(iii) Cost of year wise CMC charges in <u>INR</u> only.”</p>
11	19	Section – I Instructions to Bidders	E.35(ii)(c)	<p>“The BOQ shall be uploaded in .xls in the prescribed format.</p> <p>B. Form 8 (a): Price Schedule for the portion of the LINAC machines, CT Simulator (4D) and HDR Brachytherapy to be imported from Abroad and to be paid in US Dollar</p> <p>C. Form 8 (b): Price Schedule for Domestic Goods or Goods of foreign origin located within India or goods to be imported &amp; site preparation and interior works to be carried out on turnkey basis and against payment in Indian Rupees.</p> <p>D. Form 8(c): Price Schedule for Comprehensive Maintenance Contract after warranty period- to be paid in Indian Rupees.</p> <p>E. Form 9(a): Prices for Optional Items in <u>USD</u>. The prices will not be included in the BOQ.</p> <p>F. Form 9(b): Prices for Spares in USD / INR. The prices will also not be included in the BOQ.”</p>	<p>“The BOQ shall be uploaded in .xls in the prescribed format.</p> <p>B. Form 8 (a): Price Schedule for the portion of the LINAC machines, CT Simulator (4D) and HDR Brachytherapy to be imported from Abroad and to be paid in US Dollar</p> <p>C. Form 8 (b): Price Schedule for Domestic Goods or Goods of foreign origin located within India or goods to be imported &amp; site preparation and interior works to be carried out on turnkey basis and against payment in Indian Rupees.</p> <p>D. Form 8(c): Price Schedule for Comprehensive Maintenance Contract after warranty period- to be paid in Indian Rupees.</p> <p>E. Form 9(a): Prices for Optional Items in <u>USD/ INR</u>. The prices will not be included in the BOQ.</p> <p>F. Form 9(b): Prices for Spares in USD / INR. The prices will also not be included in the BOQ.”</p>
12	21	Section – I Instructions to Bidders	E.35(ii)(c) N.B.	<p>“a) Any wrong or misleading information provided by the bidder during submission of bids may lead to summary cancellation of bid, blacklisting in WBMSCL</p>	<p>“a) Any wrong or misleading information provided by the bidder during submission of bids may lead to summary cancellation of bid, blacklisting in WBMSCL</p>

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				for at least <b>5</b> years and forfeiture of EMD. b) Each scanned documents should have an index page indicating the name of the documents enclosed with Page No.”	for at least <b>3</b> years and forfeiture of EMD. b) Each scanned documents should have an index page indicating the name of the documents enclosed with Page No.”
13	23	Section – I Instructions to Bidders	G.43	“WBMSCL’s right to vary quantities: 43.1 WBMSCL reserves the right to increase the quantity in case of need / or to decrease the quantity of goods and related services originally specified in Section IV, Schedule of Requirements, up to 25% and without any change in the unit prices or other terms and conditions of the Bidding Documents.”	<b>“DELETED”</b>
14	24	Section – I Instructions to Bidders	G.46.2	“Failure of the Selected Bidder to submit the above-mentioned Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL and sign the agreement within <b>14(fourteen)</b> days of issue of AOC shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. <b>Note:</b> - Working demonstration of all the offered Goods within India shall be required to be arranged by the bidder before the Bid Evaluation Committee for technical evaluation, as and when requested to do so by the Bid Evaluation Committee prior to the opening of the Financial Bids. The cost incurred for the visit of the members of Bid Evaluation Committee will be entirely borne by WBMSCL. Choosing of site for onsite physical demonstration from the list of installations submitted by a bidder / the institutes who have issued satisfactory certificate to the bidder shall be on the discretion of WBMSCL.”	“Failure of the Selected Bidder to submit the above-mentioned Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL and sign the agreement within <b>21(twenty one)</b> days of issue of AOC shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. <b>Note:</b> - Working demonstration of all the offered Goods within India shall be required to be arranged by the bidder before the Bid Evaluation Committee for technical evaluation, as and when requested to do so by the Bid Evaluation Committee prior to the opening of the Financial Bids. The cost incurred for the visit of the members of Bid Evaluation Committee will be entirely borne by WBMSCL. Choosing of site for onsite physical demonstration from the list of installations submitted by a bidder / the institutes who have issued satisfactory certificate to the bidder shall be on the discretion of WBMSCL.”
15	24	Section – I Instructions to Bidders	G.47.	“ <b>Site handover</b> 47.1 At the time of issue of AOC, WBMSCL shall also request the Medical College Authority and other Departments of Government of West Bengal, to take necessary steps for getting the site ready for handover to the Selected Bidder for undertaking supply, installation, commissioning and turnkey works as may be required by the Selected Bidder. Once the said site is ready for handover to the Selected Bidder, WBMSCL shall intimate the Selected Bidder to direct	“ <b>Site handover</b> 47.1 At the time of issue of AOC, WBMSCL shall also request the Medical College Authority and other Departments of Government of West Bengal, to take necessary steps for getting the site ready for handover to the Selected Bidder for undertaking supply, installation, commissioning and turnkey works as may be required by the Selected Bidder. Once the said site is ready for handover to the Selected Bidder, WBMSCL shall intimate the Selected Bidder to direct its

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				<p>its authorised representative to take handover of the site for undertaking necessary preliminary activities which shall enable the Selected Bidder to keep the site ready for functioning, as and when the equipment reaches the Consignee's location. Once the Selected Bidder has completed such preliminary activities and is of the opinion, that the site is ready for installation and commissioning of the equipment, it shall communicate the readiness of the site to WBMSCL, who shall only upon receiving of such intimation of readiness of the site, take steps for opening of LC.</p> <p>47.2 Once the Selected Bidder takes handover of the site and the Goods reach the site, it shall deploy its own security agencies who will be responsible for ensuring the safety of the Goods (including consumables and spare parts) and for ensuring that no theft or pilferage of the Goods takes place. The responsibility to deploy its own security agencies shall continue to remain with the Selected Bidder till the successful commissioning of the Goods. No claims on the part of the Selected Bidder with regards to theft or pilferage will be entertained by WBMSCL, or the user Department or the Medical College Authority.</p> <p>47.3 Once the installation and commissioning of the Goods is carried out at the Site by the Selected Bidder, the Selected Bidder shall assist WBMSCL, or the user Department or the Medical College Authority to take necessary steps for application for AERB license on the date of commissioning."</p>	<p>authorised representative to take handover of the site for undertaking necessary preliminary activities which shall enable the Selected Bidder to keep the site ready for functioning, as and when the equipment reaches the Consignee's location. Once the Selected Bidder has completed such preliminary activities and is of the opinion, that the site is ready for installation and commissioning of the equipment, it shall communicate the readiness of the site to WBMSCL, who shall only upon receiving of such intimation of readiness of the site, take steps for opening of LC.</p> <p>47.2 Once the Selected Bidder takes handover of the site and the Goods reach the site, the safekeeping of the Goods will be the responsibility of the Medical College Authority.</p> <p>47.3 Once the installation and commissioning of the Goods is carried out at the Site by the Selected Bidder, the Selected Bidder shall assist WBMSCL, or the user Department or the Medical College Authority to take necessary steps for application for AERB license on the date of commissioning."</p>
16	28	Section – II General Conditions of Contract	11.1	<p>"Within 7 days of receipt of intimation of opening of LC in its favour from the FIRST PARTY, the SECOND PARTY, if required, shall furnish the Performance Security in full or in parts in the event of a staggered supply as decided by the FIRST PARTY as per table 5, Performance Security (PS) at Section I: Instructions to Bidders under sub-section A. Important information at a glance for an amount of 3% of the Contract Price (bid value )in full or in parts, valid up to 60 days after the date of completion of all contractual obligations, till the last date of warranty obligations."</p>	<p>"Within 10 days of receipt of intimation of opening of LC in its favour from the FIRST PARTY, the SECOND PARTY, if required, shall furnish the Performance Security in full or in parts in the event of a staggered supply as decided by the FIRST PARTY as per table 5, Performance Security (PS) at Section I: Instructions to Bidders under sub-section A. Important information at a glance for an amount of 3% of the Contract Price (bid value )in full or in parts, valid up to 60 days after the date of completion of all contractual obligations, till the last date of warranty obligations."</p>

Sl. No.	Page No.	Section	Clause/Sl. No.	Current Clause/Provision	Changed Clause/Provision
17	31	Section – II General Conditions of Contract	16.1	<i>“In addition to what has been stated above, the following sequence of penalties shall be imposed against offences mentioned against each:</i>	<i>“In addition to what has been stated above, the following sequence of penalties shall be imposed against offences mentioned against each:</i>
				<b>Nature of offence</b>	<b>Nature of offence</b>
				<i>Any wrong or misleading information provided by the SECOND PARTY during submission of bids</i>	<i>Any wrong or misleading information provided by the SECOND PARTY during submission of bids</i>
				<b>Penalty to be imposed</b>	<b>Penalty to be imposed</b>
				<i>a. Forfeiture of EMD b. May lead to blacklisting by FIRST PARTY for at least 5 years</i>	<i>a. Forfeiture of EMD b. May lead to blacklisting by FIRST PARTY for at least 3 years</i>
18	36	Section – II General	28	<i>Non execution of agreement within 14 days of issue of AOC</i>	<i>Non execution of agreement within 21 days of issue of AOC</i>
				<b>Penalty to be imposed</b>	<b>Penalty to be imposed</b>
				<i>a. Forfeiture of EMD b. Blacklisting for 5 years by FIRST PARTY c. Blacklisting to be circulated to all procurement agencies throughout India</i>	<i>a. Forfeiture of EMD b. Blacklisting for 3 years by FIRST PARTY c. Blacklisting to be circulated to all procurement agencies throughout India</i>
				<i>Supplying refurbished goods instead of new/ supplying Goods from a different Country of Origin from what has been stated in the Technical Bid</i>	<i>Supplying refurbished goods instead of new/ supplying Goods from a different Country of Origin from what has been stated in the Technical Bid</i>
				<b>Penalty to be imposed</b>	<b>Penalty to be imposed</b>
18	36	Section – II General	28	<i>a. Termination of Contract. b. Blacklisting by FIRST PARTY for 5 years. c. Blacklisting to be circulated to all procurement agencies throughout India. d. Forfeiture of the Performance Security. e. Lodging FIR.</i>	<i>a. Termination of Contract. b. Blacklisting by FIRST PARTY for 3 years. c. Blacklisting to be circulated to all procurement agencies throughout India. d. Forfeiture of the Performance Security. e. Lodging FIR.</i>
				<b>Penalty to be imposed</b>	<b>Penalty to be imposed</b>
				<i>Breach of Agreement</i>	<i>Breach of Agreement</i>
				<b>Penalty to be imposed</b>	<b>Penalty to be imposed</b>
				<i>a. Termination of Contract. b. Blacklisting by FIRST PARTY for 5 years. c. Blacklisting to be circulated to all procurement agencies throughout India. d. Forfeiture of the Performance Security. e. Lodging FIR.</i>	<i>a. Termination of Contract. b. Blacklisting by FIRST PARTY for 3 years. c. Blacklisting to be circulated to all procurement agencies throughout India. d. Forfeiture of the Performance Security. e. Lodging FIR.</i>
18	36	Section – II General	28	<i>“ARBITRATION: 28.1 Except for a dispute in connection with</i>	<i>“ARBITRATION: 28.1 Except for a dispute in connection with</i>

Sl. No.	Page No.	Section	Clause/Sl. No.	Current Clause/Provision	Changed Clause/Provision
		Conditions of Contract		<p><i>termination in which respect the decision of the FIRST PARTY shall be final, any dispute between the parties arising out of or relating to this agreement which cannot be resolved through good faith or negotiation shall be settled by arbitration, in terms of the provisions of the Arbitration and Conciliation Act, 1996(no.26 of 1996). The arbitration shall be held in Kolkata only and shall be conducted by a sole arbitrator to be mutually agreed upon by the parties. The award of the arbitrator shall be binding on both the parties.</i></p> <p><i>28.2 Pending the submission of and / or decision on a dispute, difference or claim, or until the arbitral award is published, the party shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award."</i></p>	<p><i>termination in which respect the decision of the FIRST PARTY shall be final, any dispute between the parties arising out of or relating to this agreement which cannot be resolved through good faith or negotiation shall be settled by arbitration, in terms of the provisions of the Arbitration and Conciliation Act, 1996(no.26 of 1996). The arbitration shall be held in Kolkata only and shall be conducted by a sole arbitrator to be mutually agreed upon by the parties. The award of the arbitrator shall be binding on both the parties.</i></p> <p><i>28.2 Pending the submission of and / or decision on a dispute, difference or claim, or until the arbitral award is published, the SECOND PARTY shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award."</i></p>
19	37	Section – III Special Conditions of Contract	SCC 1	<p><b><i>“Delivery of Goods shall be made by the SECOND PARTY in accordance with the Schedule of Requirement</i></b></p> <p><i>However, the FIRST PARTY may swap facilities between phases and/or substitute any facility by a new one if deemed necessary.</i></p> <p><b><i>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the SECOND PARTY are:</i></b></p> <p><b><i>I. For Goods supplied from abroad :</i></b></p> <p><b><i>(A) Upon shipment, within 24 hours the SECOND PARTY shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the SECOND PARTY shall notify the Purchaser within a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The SECOND PARTY shall first fax the above details and then send to the Purchaser,</i></b></p>	<p><b><i>“Delivery of Goods shall be made by the SECOND PARTY in accordance with the Schedule of Requirement</i></b></p> <p><i>However, the FIRST PARTY may swap facilities between phases and/or substitute any facility by a new one if deemed necessary.</i></p> <p><b><i>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the SECOND PARTY are:</i></b></p> <p><b><i>I. For Goods supplied from abroad :</i></b></p> <p><b><i>(A) Upon shipment, within 24 hours the SECOND PARTY shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the SECOND PARTY shall notify the Purchaser within a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway-bill numbers. The SECOND PARTY shall first fax the above details and then send to the Purchaser, by</i></b></p>

Sl. No.	Page No.	Section	Clause/Sl. No.	Current Clause/Provision	Changed Clause/Provision
				<p>by courier, two sets of documents comprising one original and one copy of the following:</p> <p>(i) Commercial invoice, indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the DoHFW; the Contract number, Goods description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the SECOND PARTY's stamp/seal;</p> <p>(ii) Original and four copies of negotiable, clean, on-board through bill of lading marked "freight prepaid" and indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the DoHFW and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;</p> <p>(iii) Packing list identifying contents of each package;</p> <p>(iv) Manufacturer's Warranty Certificate and warranty declaration covering all items supplied;</p> <p>(v) Manufacturer's Certificate of Origin covering all items supplied;</p> <p>(vi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies;</p> <p>(vii) Manufacturer will submit a pre-shipment advisory note to Purchaser &amp; Consignee at least 15 days prior to the scheduled delivery of the equipment at the doorstep of the Consignee;</p> <p>The above documents shall be received by the 'Purchaser' at least 15 days before arrival of Goods at the port or place of arrival and, if not received, the SECOND PARTY will be responsible for any consequent expenses.</p> <p><b>II. For Goods from within India</b></p> <p>(A) Upon the delivery of the Goods, the SECOND</p>	<p>courier, documents comprising of the following:</p> <p>(i) Commercial invoice, indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the DoHFW; the Contract number, Goods description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the SECOND PARTY's stamp/seal;</p> <p>(ii) Original and four copies of negotiable, clean, on-board through bill of lading marked "freight prepaid" and indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the DoHFW and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;</p> <p>(iii) Packing list identifying contents of each package;</p> <p>(iv) Manufacturer's Warranty Certificate and warranty declaration covering all items supplied;</p> <p>(v) Manufacturer's Certificate of Origin covering all items supplied;</p> <p>(vi) Manufacturer will submit a pre-shipment alert via email to Purchaser &amp; Consignee at their respective email ids at least 15 days prior to the scheduled delivery of the equipment at the doorstep of the Consignee;</p> <p>The above documents shall be received by the 'Purchaser' at least 15 days before arrival of Goods at the port or place of arrival and, if not received, the SECOND PARTY will be responsible for any consequent expenses.</p> <p><b>II. For Goods from within India</b></p> <p>(A) Upon the delivery of the Goods, the SECOND PARTY shall notify the Purchaser in writing and deliver to the Purchaser documents comprising of the</p>

Sl. No.	Page No.	Section	Clause/Sl. No.	Current Clause/Provision	Changed Clause/Provision
				<p>PARTY shall notify the Purchaser in writing and deliver to the Purchaser <b>two sets of documents comprising one original and one copy</b> of the following:</p> <p>(i) Four copies of commercial invoice, indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the DoHFW, the Contract number, loan number, Goods' description, quantity, unit price and total amount. Invoices must be signed in original and stamped or sealed with the SECOND PARTY's stamp/seal;</p> <p>(ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the Purchaser as the <b>West Bengal Medical Services Corporation Limited</b> on behalf of the <b>West Bengal Medical Services Corporation Limited</b> and delivery through to final destination as stated in the Contract;</p> <p>(iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC);</p> <p>(iv) Two copies of packing list identifying contents of each package;</p> <p>(v) Manufacturer's or SECOND PARTY's Warranty certificate covering all items supplied;</p> <p>(vi) Manufacturer will submit a pre-shipment <b>advisory note</b> to Purchaser &amp; Consignee at least 15 days prior to the scheduled delivery of the equipment at the door step of the consignee.</p> <p>(vii) Inspection Certificate issued by the user Department, if applicable."</p>	<p>following:</p> <p>(i) Four copies of commercial invoice, indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the DoHFW, the Contract number, loan number, Goods' description, quantity, unit price and total amount. Invoices must be signed in original and stamped or sealed with the SECOND PARTY's stamp/seal;</p> <p>(ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the Purchaser as the <b>West Bengal Medical Services Corporation Limited</b> on behalf of the <b>West Bengal Medical Services Corporation Limited</b> and delivery through to final destination as stated in the Contract;</p> <p>(iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC);</p> <p>(iv) Two copies of packing list identifying contents of each package;</p> <p>(v) Manufacturer's or SECOND PARTY's Warranty certificate covering all items supplied;</p> <p>(vi) Manufacturer will submit a pre-shipment <b>alert via email</b> to Purchaser &amp; Consignee <b>at their respective email ids</b> at least 15 days prior to the scheduled delivery of the equipment at the door step of the consignee.</p> <p>(vii) Inspection Certificate issued by the user Department, if applicable."</p>
20	70	Section – IV Schedule of Requirements	2. Technical Specifications  Miscellaneous	<p>"• Internet broad band speed connectivity and Local Telephone facility should be provided and maintained by the <b>vendor</b> only."</p>	<p>"• Internet broad band speed connectivity and Local Telephone facility should be provided and maintained by the <b>Medical College Authority</b> only."</p>
21	72	Section – IV Schedule of Requirements	2. Technical Specifications  General Conditions	<p>"• No conditional warranty like <b>mishandling, manufacturing defects etc.</b> will be acceptable."</p>	<p>"• No conditional warranty will be acceptable."</p>

Sl. No.	Page No.	Section	Clause/Sl. No.	Current Clause/Provision	Changed Clause/Provision
			and Requirements		
22	79	Section – IV Schedule of Requirements	2. Technical Specifications  TECHNICAL SPECIFICATION OF CT SIMULATOR (4D)  7.	<p><b>“7. POWER SUPPLY AND AIR CONDITIONER</b></p> <p>7.1. Should work on three phase 200 to 220 volts/50 Hertz Power.</p> <p>7.2. Online UPS of suitable rating should be supplied for the power backup of the complete system including gantry, computer system and room lights with at least 30 minutes back up time.</p> <p>7.3. Reset-table over current breaker shall be fitted for protection.</p> <p>7.4. The vendor should procure, install and maintain the air conditioning and humidity control systems as needed for the perfect functioning of the Equipment and its subsystems for the entire warranty and CAMC period.</p> <p>7.5. Complete details of such units must be furnished.</p> <p>7.6. After completion of the warranty period of 5 years the actual supplier of the Air Condition system must enter into a comprehensive maintenance contract for all those units for 5 years. All the consumable items for the maintenance of Air Conditioning, UPS, should be included in this CAMC quotation. The details and rates for the same which should be supplied by the third party should be quoted separately.”</p>	<p><b>“7. POWER SUPPLY AND AIR CONDITIONER</b></p> <p>7.1. Should work on three phase 200 to 220 volts/50 Hertz Power.</p> <p>7.2. Online UPS of suitable rating should be supplied for the power backup of the complete system including gantry, computer system and room lights with at least 30 minutes back up time.</p> <p>7.3. Reset-table over current breaker shall be fitted for protection.</p> <p>7.4. The vendor should procure, install and maintain the air conditioning and humidity control systems as needed for the perfect functioning of the Equipment and its subsystems for the entire warranty and CMC period.</p> <p>7.5. Complete details of such units must be furnished.</p> <p>7.6. After completion of the warranty period of 5 years the actual supplier of the Air Condition system must enter into a comprehensive maintenance contract for all those units for 5 years. All the consumable items for the maintenance of Air Conditioning, UPS, should be included in this CMC quotation. The details and rates for the same which should be supplied by the third party should be quoted separately.”</p>
23	81	Section – IV Schedule of Requirements	2. Technical Specifications  TECHNICAL SPECIFICATIONS of HDR Brachytherapy A.9	<p>“The vendor should provide warranty for at least 5 years and CAMC for at least subsequent 10 years. The vendor should provide service and all necessary part for at least 15 years from the date of installation.”</p>	<p>“The vendor should provide warranty for at least 5 years and CMC for at least subsequent 5 years. The vendor should provide service and all necessary part for at least 15 years from the date of installation.”</p>
24	157	Section-V Bidding Forms	Form 1 1(f)	<p>“If our bid is accepted, we will submit a Performance Security within 7 (seven) days of receipt of intimation of issue of LC in our favour in the prescribed format as given in the Bidding Documents.”</p>	<p>“If our bid is accepted, we will submit a Performance Security within 10 (ten) days of receipt of intimation of issue of LC in our favour in the prescribed format as given in the Bidding Documents.”</p>

Sl. No.	Page No.	Section	Clause/Sl. No.	Current Clause/Provision			Changed Clause/Provision		
25	173	Section-V Bidding Forms	Form 8(b)	<p><i>Note: -</i></p> <p>1. If there is a discrepancy between the unit price and total price, the unit price shall prevail.</p> <p>2. The charges for CMC after warranty shall be quoted separately.</p> <p>3. The INR equivalent of the rate quoted in USD as per Reserve Bank of India (RBI) reference rate<sup>2</sup> (two) days prior to the last date of submission of online bids, shall be paid by the Purchaser.</p> <p>4. The bidder must quote price for “GOODS TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES” after having taken in to account, the provision of Customs Duty Exemption Certificate (CDEC) by the Purchaser, as per Customs Tariff Act.”</p>			<p><i>Note: -</i></p> <p>1. If there is a discrepancy between the unit price and total price, the unit price shall prevail.</p> <p>2. The charges for CMC after warranty shall be quoted separately.</p> <p>3. The bidder must quote price for “GOODS TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES” after having taken in to account, the provision of Customs Duty Exemption Certificate (CDEC) by the Purchaser, as per Customs Tariff Act.”</p>		
26	177	Section-V Bidding Forms	Form 9(a)	Sl. No.	Items	Unit Price on CIP (Kolkata) + Extended Insurance + local transportation and storage (in USD)	Sl. No.	Items	Unit Price on CIP (Kolkata) + Extended Insurance + local transportation and storage (in USD/INR)
27	180	Section-VI Contract Forms	Form 1 (C)	<p>“The Bidding Documents for the Project requires the Selected Bidder to furnish a Performance Security to WBMSCL for a sum of USD [ ] (United States Dollars only) as security for due and faithful performance of its obligations, under and in accordance with the Bidding Documents (as defined herein below)”</p>			<p>“The Bidding Documents for the Project requires the Selected Bidder to furnish a Performance Security to WBMSCL for a sum of INR [ ] (Indian Rupees only) as security for due and faithful performance of its obligations, under and in accordance with the Bidding Documents (as defined herein below)”</p>		
28	181	Section-VI Contract Forms	Form 1 3.	<p>“We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Selected Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Selected Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Selected Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Selected Bidder to keep its Bid open during the Bid Validity Period as set forth in the said Bidding Documents for any reason</p>			<p>“We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Selected Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Selected Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Selected Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Selected Bidder to keep its Bid open during the Bid Validity Period as set forth in the said Bidding Documents for any reason whatsoever. Any such</p>		

Sl. No.	Page No.	Section	Clause/Sl. No.	CurrentClause/Provision	ChangedClause/Provision
				<i>whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding USD (United States Dollars ) only.”</i>	<i>demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR (Indian Rupees ) only.”</i>